

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Keisha Wallace
2326 N 18th street,
Philadelphia, PA 191132, Plaintiff,
vs.
GC Services Limited Partnership aka
GC Services Ltd. Partnership
6330 Gulfton, Houston, TX 77081

19 4047

CIVIL ACTION NO.

COMPLAINT

I. INTRODUCTION

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 ("FDCPA").

2. The FDCPA prohibits debt collectors from engaging in deceptive and unfair practices in the collection of a consumer debt.

3. Defendant is subject to strict liability for attempting to collect on time barred debt without so stating, and failing to provide adequate disclosure regarding effects of subsequent payment or payment arrangements on otherwise time barred debt, as well as making misleading statements regarding status of the debt and failing to provide proper statutory disclosures regarding the validation of the debt, and interference with right of validation of debt.

4. Defendant is further subject to strict liability for falsely representing the character, amount, or legal status of the debt,, in violation of at least §1692e.

II. JURISDICTION

5. Subject matter jurisdiction of this Court arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

6. The venue is proper in this Court, as Defendant regularly conducts business within the Eastern District of Pennsylvania and the dunning letter was dispatched by the Defendant to Plaintiff's residence at the address captioned above, dated August 6th 2019, within the Eastern District of Pennsylvania. See **Exhibit A**.

III. PARTIES and FDPCA COVERAGE

7. Plaintiff, Ms. Keisha Wallace ("Plaintiff") is an adult individual who resides at the address captioned above.

8. Plaintiff is a "consumer" as that term is contemplated under the FDPCA, 15 U.S.C. §1692a(3), as the alleged debt sought to be collected from consumer in this instance stems from her higher education provider, in tuition and related fees, and this is considered consumer debt, covered under the FDPCA, as it is for primarily for personal and household expenses.

9. Defendant, GC Services Limited Partnership, (hereafter the "debt collector"), is a "debt collector" within the meaning of the FDPCA 15 U.S.C. §1692a (6), and by own written admissions, as it regularly collects debt on behalf of another or owed to another, as it uses often uses instrumentalities of interstate commerce or the mails in any business the principal purpose of which is the collection of debts.

10. Defendant is subject to liability as a "debt collector" under the meaning of FDPCA via respondent superior doctrine, due to engaging, via its agents or employees in regular debt collection activities, as described in previous paragraph herein.

11. Debt collector's communication at issue herein, alleged that at the time the dunning letter was sent, the original and "creditor", of the debt at issue herein, was "Navient".
See Exhibit A.

IV. STATEMENT OF CLAIM

12. On or about August 6th 2019, the debt collector sent to Plaintiff a dunning letter, (“the letter”). *See* a true and correct copy collection letter attached as **Exhibit A** hereto.

13. This letter is considered a communication from a debt collector to the consumer and regarding “the debt”, and as well as “an attempt to collected debt” within the meaning of the FDCPA, and as such it violates the FDCPA in at least several ways to be delineated below:

- a. The alleged underlying debt is beyond and past any applicable statute of limitations, (Pennsylvania’s 4 year statute of limitations 42 Pa.C.S.A. §5525(a), however the dunning letter fails to appraise Plaintiff of that fact, rather it invited consumer to make a a payment arrangement, *defacto* settlement, while failing to disclose either that the debt was time barred and or that the payment arrangement could have the effect of reviving the statute of FDCPA,.
- b. Inviting a “payment plan” and or “series of payments”, as the letter at issue does, without disclosing that it is time-barred, as is the case here, and without disclosing that any such payment arrangement could have the effect of restarting the SOL clock, and reviving otherwise time barred debt in full, violates §1692e. *See Tatis v. Allied Interstate, LLC*, 2018 WL 818004 (3d Cir. Feb. 12, 2018).
- a. The debt collector was required to inform the consumer of the fact that making any partial payments, which the letter is inviting the consumer to do, or a even entering into a repayment plan, could and would have the effect of reviving the statute of limitations, all of which the Defendant failed to do. *See Id. see also, Pantoja v. Portfolio Recovery Assocs., L.L.C.*, __ F.3d __, 2017 WL 1160902 (7th Cir. Mar. 29, 2017). Affirming summary judgment for the consumer’s §1692e claim against Defendant for offering to settle a time-barred debt without disclosing that 1) making a partial payment or even

promising to make a partial payment could restart the statute of limitations on a 20 year old debt and 2) that Defendant was legally prohibited from suing on the debt. The court concluded that an unsophisticated consumer might reasonably read defendant's statement that "[b]ecause of the age of your debt, we will not sue you" to mean that the defendant was simply choosing not to sue. See generally *Id.* § 5.5.2.13.3. Here the letter is devoid of any notice regarding the fact that the underlying debt is time barred.

- b. The letter interferes with consumer's substantive right of debt validation under §1692 g, as it invites a significant payment from the consumer without first providing the notice of consumer's statutory right to verify the validity of the debt, and trigger debt collector's statutory duties to validate, should consumer exercise her statutory right in requiring validation.
- c. The letter falsely states that the amount due as of the day of the letter is \$ 91 215.99, which is the incorrect amount.
- d. The letter uses following language in the relevant part "*because of interest, late charges, and other charges that may vary from day to day, the amount due the day you pay may be greater*". See Exhibit A.
- e. There are no charges that are assessable to this account, pursuant to the terms of the chargoff, and to the extent that there may be, those charges are specifically limited to late charges and interest, so that the language "*and other charges that may vary from day to day*" is plainly false, or at least misleading in violation of 1692 e, the ambiguity of which is carefully drafted by the debt collector to induce undue anxiety on the part of the consumer that she better pay off asap, or the debt would balloon outside of parameters known to her, or even quantifiable by her with the information from the letter.

14. Defendant's conduct was intentional and pervasive and premeditated.

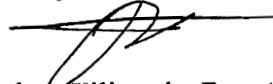
WHEREFORE, Plaintiff, Keisha Wallace, demands judgment against the Defendant for:

- (a) Statutory Damages;
- (b) Attorney's fees and costs; and
- (c) Actual damages
- (c) Such other and further relief as the Court shall deem just and proper.

V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Respectfully submitted:



Date: 09/04/2019

/s/Predrag Filipovic, Esq. (312568)
Attorney for Plaintiff
IFlight4Justice L/O of Predrag Filipovic, Esq
1735 Market St.Ste 3750
Philadelphia, PA 19103
www.StopRipoff.com
PFesq@ifight4justice.com

Enclosures: **Exhibit A;**

EXHIBIT “A”



Calls may be monitored or recorded.

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

Keisha Wallace
2326 N 18Th St
Philadelphia PA 19132-4315

**P.O. BOX 1161
HOUSTON TX 77251**

YOU OWE: NAVIENT SOLUTIONS

Account Number: 664542

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

August 6, 2019

GC Services Limited Partnership

Account Number: 664542
Balance Due: \$91,215.99

[illegible]

The first of these is the fact that the Commission has not yet received any information from the Government of the Republic of the Congo regarding the situation of the Commission's mandate in the country.

Dear KEISHA WALLACE,

Welcome to GC Services! The mission of GC Services is to assist consumers with resolving their student loan debts. We strongly feel one-on-one communication with consumers is the best approach.

GC Services offers repayment programs designed to assist borrowers with resolving their student loan debt. The programs provide flexibility to allow for payment amounts that are reasonable and affordable. Our Borrower Assistance Representatives will discuss your current financial, employment, and personal circumstances and design a repayment program that best fits your needs.

We encourage you to take this opportunity to call us at 855-853-5534 to discuss your repayment options. We have Borrower Assistance Representatives to assist you from: Mon-Thur 8AM to 9PM, Fri 8AM to 5PM, Sat 8AM to noon CT

Yours very truly,

M. Mitchell
Collection Manager

**As of the date of this letter, you owe \$91,215.99. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership -- 6330 Gulton, Houston, TX 77061
0763-18

0763-18

PL1

0702300006645423

53596896